

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

LEASE AMENDMENT AND RATIFICATION AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, under date of October 23, 2006, Clifford C. Brandt, as Lessor(s) executed an Oil and Gas Lease (hereinafter referred to as said "Lease") in favor of Western Production Company, as Lessee, said Lease being recorded at (or recorded by Memorandum at) Document No. D206337263 of the Official Public Records of Tarrant County, Texas; and,

WHEREAS, said Lease covers and affects

0.351 acres, more or less, being a certain lot, tract, or parcel of land located in the Thomas Robinson Survey, A-1309, now being described as all of Lot 3, Block 1, A.L. Ansley Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Volume 388-J, Page 253, of the Plat Records of Tarrant County, Texas, and being the same land described in Warranty Deed, dated March 15, 1983, from Leon G. Walton, et ux to Clifford C. Brandt and wife, Joane R. Brandt, recorded in Volume 7470, Page 481 of the Tarrant County, Texas Records.

and

1.933 acres, more or less, being a certain lot, tract, or parcel of land located in the Mary F. Hudson Survey, A-726, now being described as all of Lots 18B and 19C, Lakeside Acres Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Volume 388-40, Page 5, of the Plat Records of Tarrant County, Texas, and being the same land described in Warranty Deed, dated January 3, 1984, From Lloyd Thornton to Clifford C. Brandt and wife Joane Brandt, recorded in Volume 7470, page 481, of the Tarrant County Records.

and

0.50 acres, more or less, being a certain lot, tract, or parcel of land located in the Mary F. Hudson Survey, A-726, and being the same land described in the Warranty Deed, from Floyd L. Robertson and wife, Gloria C. Robertson to Clifford C. Brandt and wife Joane Legge Brandt dated February 15, 1971, recorded in Volume 5046, Page 495, of the Deed Records, of Tarrant County, Texas.

All as more fully described in said Lease; and

WHEREAS, the undersigned is the owner of a mineral and/or royalty interest in some or all of the land covered by said Lease and desires to ratify and confirm said Lease and all of the terms and provisions thereof; and

WHEREAS, all or a portion of the Lease and/or the rights thereunder are now owned by Western Production company, herein called "Lessee"; and

WHEREAS, Lessee desires to assure its title to the Lease and the lands described therein, and Lessor and Lessee desire to amend the Lease as more specifically set forth below.

NOW, THEREFORE, for and in consideration of the premises and One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged and confessed the undersigned does hereby adopt, ratify and confirm said Lease as to all of the terms and provisions therein, and does hereby amend said Lease as follows:

The Lease contains the following provision:

This Lease is subject to a Prior Oil and Gas Lease (the "Prior Lease") which covers the lease premises. The Prior Lease is from Clifford C. Brandt, 6517 Peden Road, Fort Worth, TX 76179, as Lessor, to Antero Resources I, LP, 810 Houston Street, Fort Worth, TX 76102, as Lessee, dated May 4th, 2005, and recorded as Instrument Number D205152805 of the Deed Records of Tarrant County, TX. Lessor makes no representations as to the validity of the Prior Lease. It appears the Prior Lease is still effective as to the lease premises. This Lease is subordinate to the Prior Lease and shall not become effective until the termination of the Prior Lease.

This provision will be deleted in its entirety and replaced with the following:

This lease is a Top Lease and is subject to a Prior Oil and Gas Lease (the "Prior Lease") which covers the leased premises. The Prior Lease is from Clifford C.

Brandt, 6517 Peden Road, Fort Worth, TX 76179, as Lessor, to Antero Resources I, LP, 810 Houston Street, Fort Worth, TX 76102, as Lessee, dated May 4th, 2005, and recorded as Instrument Number D205152805 of the Official Records of Tarrant County, TX. Lessor makes no representations as to the validity of the Prior Lease. It appears the Prior Lease is still effective as to the leased premises. This Top Lease is subordinate to the Prior Lease, but the estate granted by this Top Lease shall vest immediately. Top Lessee shall have no right of entry or possession for the purposes of exercising Lessee's rights hereunder, to the extent such exercise may be adverse to the rights of the Prior Lessee during the term of the Prior Lease.

Notwithstanding anything herein to the contrary, the primary term of this Top Lease shall commence on the earlier of the happening of the following events:

- (a) The expiration of the primary term of the Prior Lease;
- (b) The recordation in Tarrant County, Texas, of a full release of Prior Lease.

In no event shall the term of this Top Lease commence subsequent to October 23, 2009.

Lessor represents and warrants that Lessor has not entered into any renewal or agreement to renew said Prior Lease or amended said Prior Lease so as to extend the primary term as set forth or recorded therein. Further, lessor covenants and agrees not to extend, amend or modify said Prior Lease.

For the same consideration recited above, Lessor does hereby consent to, ratify, adopt and confirm all of the terms and provisions of the Lease, as amended herein, and does hereby grant, lease, demise, and let to Lessee, its successors and assigns, the lands covered by said Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended hereby. The undersigned hereby further declares that the Lease, as amended, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas, and Mineral Lease, and declares that the Lease is binding upon the Lessor and the Lessor's successors and assigns.

In the event of conflict between the above provisions and any other provisions contained in the Lease, the above provisions shall prevail to the extent of such conflict.

IN WITNESS WHEREOF, this Amendment is executed on this 8th day of January, 2008.

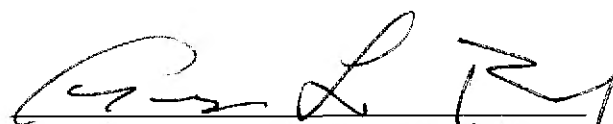

(Lessor)

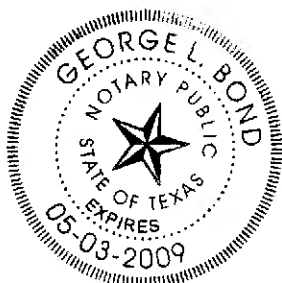
ACKNOWLEDGMENT

STATE OF TEXAS

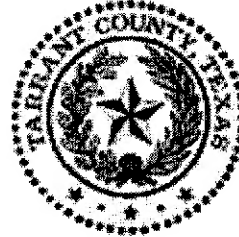
COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of January, 2008, by Clifford C. Brandt.


Notary Public in and for the State of Texas



RETURN TO:
Western Production Company
801 Cherry Street, Suite 3850, Unit 39
Fort Worth, TX 76102



WESTERN PRODUCTION COMPANY
801 CHERRY ST, STE 3850, UNIT 39

FT WORTH TX 76102

Submitter: WESTERN PRODUCTION COMPANY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/12/2009 02:04 PM
Instrument #: D209007666
A 3 PGS \$20.00

By: _____



D209007666

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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